

Rod Djukich

From: Sarek Chan [sarek@gynco.com.hk]  
Sent: Wednesday, April 05, 2000 7:25 PM  
To: Rod Djukich  
Cc: Jonathan Chan  
Subject: Re: email test 123...

458

Dear Rod Djukich,

I can receive you e-mail. Thank you for your effort.

Our latest finding may indicate that our former colleague, Mr. Patrick Lau, indeed sent two copies of NDA back to you and your side indeed return one of the copies to Mr. Lau. And for the two CSS specifications, we have sent the payment to you side on 23th December, 1997. My guess is, your side has sent us the specifications along with the License Agreement. However, Mr. Lau did not return the Agreement to you before so that we cannot receive the CSS Certification. Is that right? Our Chief Engineer in China found some documents about CSS recently, but we still do not know what it is since I have not get it yet. I will inform you once I know what it is. Once more, thank you very much for your concern.

< check with me!  
(financial only)

If you have any enquiries, please feel free to contact me.

Looking forward to your reply. Thank you!

Best Regards,

SAREK CHAN (MARKETING CO-ORDINATOR)  
GYNCO ELECTRONICS (H.K.) LTD.

----- 附件 -----

附件: Rod Djukich <Rod.Djukich@LMICP.com>

附件: Gynco Electronics (H.K.) Ltd. (E-mail) <sarek@gynco.com.hk>

日期: 2000年4月6日 AM 04:49

主题: email test 123...

>Dear Mr. Chan:

>

>I received your fax regarding CSS. Thank you.

>

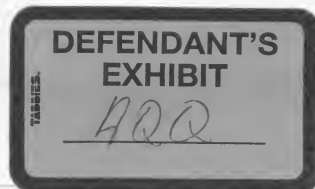
>Since the fine print of your business card is very difficult to read via

>facsimile, I wish to confirm establishing email communication before I

>proceed to do so. Please contact us with any questions.

>

>Best Regards,



DVD CCA 202098  
HIGHLY CONFIDENTIAL  
ATTORNEY EYES ONLY

>  
>Rod Djukich  
>DVD CCA Contract / Licensing Manager  
>  
>DVD Copy Control Association  
>225 B Cochrane Circle  
>Morgan Hill, CA 95037  
>  
>Tel (408) 776-2014 ext.17 / Fax (408) 779-9291  
>  
>  
>\*\*\*NOTE\*\*\*  
>The information contained in this e-mail message is intended only for  
use  
of  
>the individual or entity named above. If the reader of this message is  
not  
>the intended recipient, or the employee or agent responsible to deliver  
it  
>to the intended recipient, you are hereby notified that any  
dissemination,  
>distribution or copying of this communication is strictly prohibited.  
If  
>you have received this communication in error, please immediately  
notify us  
>by telephone (408) 776-2014, and destroy the original message. Thank  
you.  
>  
>  
>

傳真 FACSIMILE



金格電子(香港)有限公司  
GYNCO ELECTRONICS (H.K.) LTD.

香港九龍灣海濱道 55 號興隆工業中心 A 座 14 樓 25 室 電話: (852) 2341 6249 傳真: (852) 2343 1937  
Room 25, 14/F, Block A, Mei Luen Industrial Centre, 55 Mei Yuen Road, Kwun Tong, Kowloon, Hong Kong.  
Tel: (852) 2341 6249 Fax: (852) 2343 1937

收件人  
TO

Rod Djukich

公司名稱  
COMPANY NAME

DVD Copy Control Association

傳真號碼  
FAX NUMBER

(48) 779 9291

日期  
DATE

05/04/2000

PAGE

1

發件人  
FROM

Sarek Chan

標題  
SUBJECT

Sending 2 NDA Copies

Dear Rod Djukich,

Thank you very much for your reply regarding our enquiry. I have sent back the 2 original NDA copies to your attention by mail. Please check if you can receive them. If you cannot receive them, please kindly let us know. Thank you!

Here also attached my name card for your reference.

Best Regards,

GYNCO ELECTRONICS (H.K.) LTD.

For and on behalf of  
GYNCO ELECTRONICS (H.K.) LIMITED  
金格電子(香港)有限公司

SAREK CHAN (MARKETING CO-ORDINATOR)

Sarek Chan



GYNCO ELECTRONICS (H.K.) LTD.

Room 25, 14/F, Block A, Mei Luen Industrial Centre,  
55 Mei Yuen Road, Kwun Tong, Kowloon, Hong Kong.  
Tel: (852) 2341 6249  
Fax: (852) 2343 1937  
E-mail: sarek@gynco.com.hk

sarek@gynco.com.hk

TOTAL P.01

DVD CCA 202100  
HIGHLY CONFIDENTIAL  
ATTORNEY EYES ONLY

傳真 FACSIMILE



金格電子(香港)有限公司  
GYNCO ELECTRONICS (H.K.) LTD.

香港九龍觀塘道 55 號觀塘工業中心 A 座 14 樓 25 室 電話: (852) 2341 5249 傳真: (852) 2343 1937  
Room 25, 14/F, Block A, Hoi Yuen Industrial Centre, 55 Hoi Yuen Road, Kwun Tong, Kowloon, Hong Kong.  
Tel: (852) 2341 5249 Fax: (852) 2343 1937

RESEND.  
02/04/2000.  
Total Pages: 2

收件人 TO Ms Paula Williams / Mr. John Hoy  
公司名稱 COMPANY NAME DVD Copy Control Association  
傳真號碼 FAX NUMBER 4087799291 日期 DATE 22/03/2000 頁數 PAGE 8  
發件人 FROM Sarek Chan / Mr. 參考 SUBJECT Certificates

Dear Paula Williams / John Hoy,

I am the marketing coordinator from Gynco Electronics (HK) Ltd. I suppose that you may have known our problem regarding the CSS Interim License Certificates. I contacted Mr. Susumu Yamaguchi, and thanks for his kindly advice, I know I have to contact you for further advice. We would be very grateful if you can give us any help. Thank you in advance.

Here, please let me give you a brief description of our problem at hands. Mr. Yamaguchi has confirmed the execution of Confidential Disclosure Agreement with our company on the December of 1997 (Mr. Patrick Lau, who was in charged of this matter on behalf of our company is no longer working in our company now). However, he said that we have not done the Step 3 so that we did not receive the Certificates. Please see the attached Confidential Disclosure Agreement. We found it still on our side. We would like to know if it is okay to return it to you (Mr. Patrick Lau, who signed the Agreement is no longer working in our company). Should we have to get a new agreement to sign? Can we fax back the Agreement first so that we can get the Certificates as soon as possible? I sincerely hope that you can help us solve all the things out.

Thank you very much for your concern. If you have any enquiries, please feel free to contact me.

Looking forward to your soon reply. We really need those Certificates urgently.  
Thanks!

DVD CCA 202101  
HIGHLY CONFIDENTIAL  
ATTORNEY EYES ONLY



金格電子(香港)有限公司  
GYNCO ELECTRONICS (H.K.) LTD.

香港九龍觀塘區第45號觀塘工業中心A座14樓25室 電話: (852) 2341 5249 傳真: (852) 2343 1937  
Room 25, 14/F, Block A, Mei Luen Industrial Centre, 58 Mei Yuen Road, Kwun Tong, Kowloon, Hong Kong.  
Tel: (852) 2341 5249 Fax: (852) 2343 1937

Best Regards,

SAREK CHAN (MARKETING CO-ORDINATOR) /MR.  
GYNCO ELECTRONICS (H.K.) LTD.

TOTAL P.02

DVD CCA 202102  
HIGHLY CONFIDENTIAL  
ATTORNEY EYES ONLY

傳真 FACSIMILE

金格電子(香港)有限公司  
GYNCO ELECTRONICS (H.K.) LTD.香港九龍觀塘鴻興道55號創輝工業中心A座14樓25室 電話: (852) 2341 5249 傳真: (852) 2343 1937  
Room 25, 14/F, Block A, Mei Luen Industrial Centre, 55 Mei Yuen Road, Kwun Tong, Kowloon, Hong Kong.  
Tel: (852) 2341 5249 Fax: (852) 2343 1937

收件人 TO Ms Paula Williams / Mr. John Hoy

公司名稱 COMPANY NAME DVD Copy Control Association

傳真號碼 FAX NUMBER 408 7799 291 日期 DATE 22/03/2000 頁數 PAGE 8

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Thank you very much for your concern. If you have any enquiries, please feel free to contact me.

Looking forward to your soon reply. We really need those Certificates urgently.  
Thanks!

DVD CCA 202103  
HIGHLY CONFIDENTIAL  
ATTORNEY EYES ONLY



金格電子(香港)有限公司  
GYNCO ELECTRONICS (H.K.) LTD.

香港九龍觀塘裕源道 55 號裕源工業中心 A 座 14 樓 25 室 電話: (852) 2341 5249 傳真: (852) 2343 1937  
Room 25, 14/F, Block A, Hei Luen Industrial Centre, 55 Hei Yuen Road, Kwun Tong, Kowloon, Hong Kong.  
Tel: (852) 2341 5249 Fax: (852) 2343 1937

Best Regards,

SAREK CHAN (MARKETING CO-ORDINATOR) /MR.  
GYNCO ELECTRONICS (H.K.) LTD.

DVD CCA 202104  
HIGHLY CONFIDENTIAL  
ATTORNEY EYES ONLY

## CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT, entered into as of the 15 day of DEC., 1997, by and between GYNCO Electronics (HK) Ltd., having its principal office at Room 25, 14/F., Block A, Hoi Luen Industrial Center, 55 Hoi Yuen Road, Kwun Tong, Kowloon, Hong Kong, Peoples Republic of China (hereinafter called "COMPANY") and Matsushita Electric Industrial Co., Ltd., having its principal place of business at 1006 Kadoma, Kadoma, Osaka 571 (hereinafter called "MEI").

## WITNESSETH:

WHEREAS, COMPANY desires to receive certain information regarding Contents Scramble System (hereinafter defined) to provide reasonable security to the contents of DVD discs which is of confidential or proprietary nature for the purpose described below under the terms and conditions contained herein; and

WHEREAS, MEI is prepared to disclose to COMPANY such information; and

WHEREAS, the purpose of such disclosures of such information is to allow COMPANY to evaluate such Contents Scramble System and/or to develop and/or design DVD players, DVD drives, DVD descramble/authentication chips, DVD decoder cards, DVD disc formatters and DVD discs, all of which are compliant with CSS Specification (hereinafter defined).

NOW, THEREFORE, in mutual consideration of the covenants and premises set forth herein, the parties agree as follows:

## 1. Definitions

- 1.1 "Confidential Information" shall mean CSS Specification and any information relating to Contents Scramble System. Confidential Information will be disclosed either:
- (a) in writing
  - (b) by delivery of items
  - (c) by initiation of access to information, such as may be contained in a database; or
  - (d) by oral and/or visual presentation
- Confidential Information in tangible form is now and shall at all times be conspicuously labeled by MEI as "Confidential" or "Proprietary". If the Confidential Information is disclosed orally or through demonstration, it must be specifically designated as confidential information at the time of the disclosure and confirmed in writing to be received by COMPANY after the disclosure or demonstration.

- 1.2 "Contents Scramble System" shall mean the security system designed to provide



reasonable security to the contents of a DVD disc, as more fully described in the CSS Specifications.

- 1.3 "CSS Specifications" shall mean the specifications describing the implementation of the Contents Scramble System.
2. Upon the execution of this Agreement, COMPANY shall select one or more of membership categories set forth in Exhibit A and shall pay to MEI Yen 50,000 per title and copy of CSS Specification as a fee for expenses for preparation and provision of CSS Specification. Upon COMPANY's selection of membership categories and MEI's receipt of the payment, and after the appropriate approval by the Japanese Government in accordance with Article 9, MEI shall deliver to COMPANY such portion of CSS Specification that are designated for distribution to the membership categories selected by COMPANY. For this purpose, COMPANY shall designate a single contact person who shall receive all Confidential Information disclosed by MEI. The initial such contact person shall be the individual designated in Exhibit B.
3. COMPANY agrees to keep the Confidential Information disclosed to it by MEI confidential, not to disclose the Confidential Information disclosed to it to any other party, including its majority owned subsidiaries, and to use it only for the purposes described herein.
4. COMPANY shall disclose the Confidential Information received from MEI only to its employees who need to know the same for the purposes described herein.

In the event that it is necessary for COMPANY's affiliates, including its majority owned subsidiaries, to receive the Confidential Information, such affiliates shall enter into a separate confidential disclosure agreement which terms and conditions are substantially same as those in this Agreement.
5. COMPANY shall use the same degree of care in keeping the Confidential Information confidential as it uses for its own confidential information of a similar nature.
6. The obligations under this Agreement shall not extend to the Confidential Information that:
  - (a) was in the public domain at the time it was disclosed; or
  - (b) becomes part of the public domain after disclosure; or
  - (c) was known to COMPANY at the time of its disclosure or becomes known to COMPANY without breach of this Confidential Disclosure Agreement; or
  - (d) is independently developed by COMPANY.
7. COMPANY shall under no circumstances reverse engineer, decompile, disassemble or otherwise determine the operation of Confidential Information.

8. The terms and obligations of this Agreement shall terminate upon COMPANY's execution of the CSS Interim License Agreement.
9. Each party will comply with all applicable rules and regulations of Peoples Republic of China and Japan relating to the export or re-export of commodities, software and technical data insofar as they relate to the activities under this Agreement, and shall obtain an approval required under such rules and regulations whenever it is necessary for such export or re-export. COMPANY agrees that commodities, software and technical data provided under this Agreement are subject to restrictions under the export control laws and regulations of Peoples Republic of China and Japan, including but not limited to the Japanese Foreign Exchange and Foreign Trade Control Law, and shall obtain an approval required under such laws and regulations whenever it is necessary for such export or re-export.
10. No license, express or implied, in the Confidential Information is granted to COMPANY other than to use the Confidential Information in the manner and to the extent authorized by this Agreement.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of California, U.S.A.
12. This Agreement shall represent the entire understanding between the parties with respect to the Confidential Information, and no waiver, alteration, or modification of any of the provisions hereof shall be binding on the parties unless made in writing and signed by duly authorized representatives of the parties. This Agreement shall be binding on the parties, their successors and assigns.
13. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." MEI MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EXPRESSLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION THAT MIGHT ARISE FROM THE CONFIDENTIAL INFORMATION OR COMPANY'S IMPLEMENTATION OR ATTEMPTED IMPLEMENTATION OF SUCH INFORMATION OR CONTENTS SCRAMBLE SYSTEM. MEI FURTHER DISCLAIMS ANY WARRANTY THAT CONTENTS SCRAMBLE SYSTEM AND/OR THE CONTENTS OF THE CONFIDENTIAL INFORMATION, OR ANY PRODUCT IMPLEMENTING CONTENTS SCRAMBLE SYSTEM OR SUCH CONFIDENTIAL INFORMATION, IN WHOLE OR IN PART, WILL BE FREE FROM INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS.
14. IN NO EVENT SHALL MEI OR THEIR RESPECTIVE DIRECTOR, OFFICERS, OR EMPLOYEES BE LIABLE TO FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF ANY CAUSE OF ACTION RELATING TO THIS AGREEMENT, OR BASED ON MAKING, USING, SELLING OR IMPORTING

(H.K.) (fcl)

ADA

DVD CCA 202108  
HIGHLY CONFIDENTIAL  
ATTORNEY EYES ONLY

ANY PRODUCTS OF COMPANY THAT IMPLEMENT PROPRIETARY INFORMATION OR CONTENTS SCRAMBLE SYSTEM, WHETHER UNDER THEORY OF CONTRACT, TORT, INDEMNITY, PRODUCT LIABILITY OR OTHERWISE. IN PARTICULAR, AND WITHOUT LIMITATION, NEITHER MEI OR THEIR RESPECTIVE DIRECTOR, OFFICERS, OR EMPLOYEES SHALL BE LIABLE FOR ANY LOSS SUFFERED AS THE RESULT OF A BREACH OF SECURITY AFFECTING CONTENTS SCRAMBLE SYSTEM, WHETHER OR NOT SUCH BREACH RESULTS FROM THE DELIBERATE, RECKLESS OR NEGLIGENT ACTS OF PERSON OR ENTITY. TO THE EXTENT THAT ANY COURT OF COMPETENT JURISDICTION RENDERS JUDGMENT AGAINST MEI NOTWITHSTANDING THE ABOVE LIMITATION, MEI'S TOTAL LIABILITY IN CONNECTION WITH THIS AGREEMENT OR CSS SHALL IN NO EVENT EXCEED THE AMOUNTS OF MONEY RECEIVED BY MEI FROM COMPANY UNDER THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the date first set forth above.

Matsushita Electric Industrial Co., Ltd.

GYNCO Electronics (HK) Ltd.

By: J. Kojima  
Director,  
Title: CSS Interim License Organization

By: PATRICK LAU  
Title: MANAGER

Date: December 18, 1997

Date: 15 DECEMBER, 1997

## EXHIBIT A

## Membership Categories

- |  |       |
|--|-------|
| <input type="checkbox"/> Content Provider                                  |       |
| <input type="checkbox"/> Authoring Studio                                  |       |
| <input type="checkbox"/> DVD Disc Manufacturer                             |       |
| <input type="checkbox"/> DVD Disc Formatter Manufacturer                   | [   ] |
| <input checked="" type="checkbox"/> DVD Player Manufacturer                | [ 2 ] |
| <input type="checkbox"/> DVD-ROM Drive Manufacturer                        | [   ] |
| <input type="checkbox"/> DVD Decoder Card Manufacturer                     | [   ] |
| <input type="checkbox"/> Descramble Chip Manufacturer                      | [   ] |
| <input type="checkbox"/> Authentication Chip Manufacturer for DVD-ROM      | [   ] |
| <input type="checkbox"/> Authentication Chip Manufacturer for Decoder Card | [   ] |
| <input type="checkbox"/> Integrator  |       |
| <input type="checkbox"/> DVD Receiving Device Manufacturer                 |       |

Please check one or more of membership category that your COMPANY shall select in left side box, and describe the number of copies for CSS Specifications that you require into right side brackets. CSS Specification is not prepared for Membership categories which does not have right side brackets.

EXHIBIT B

Contact Person

Name: PATRICK LAU

Title: MANAGER

Address: Room 25, 14/Floor, Block A, Hoi Luen Industrial Center,  
55 Hoi Yuen Road, Kwun Tong, Kowloon, Hong Kong

Telephone Number: +852 23415249

Facsimile Number: +852 23431937

傳真 FACSIMILE



金格電子(香港)有限公司  
GYNCO ELECTRONICS (H.K.) LTD.

香港九龍觀塘鴻源道 55 號觀塘工業中心 A 座 14 樓 25 室 電話: (852) 2341 5249 傳真: (852) 2343 1937  
Room 25, 14/F, Block A, Hoi Yuen Industrial Centre, 55 Hoi Yuen Road, Kwun Tong, Kowloon, Hong Kong.  
Tel: (852) 2341 5249 Fax: (852) 2343 1937

收件人 TO Ms. Paula Williams / Mr. John Hoy  
公司名稱 COMPANY NAME DVD Copy Control Association  
傳真號碼 FAX NUMBER 4087798291 日期 DATE 22/03/2000 頁數 PAGE 2  
發件人 FROM Sarek Chan Mr. 傳真 SUBJECT Certificates

Dear Paula Williams / John Hoy,

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Thank you very much for your concern. If you have any enquiries, please feel free to contact me.

Looking forward to your soon reply. We really need those Certificates urgently.  
Thanks!

DVD CCA 202112  
HIGHLY CONFIDENTIAL  
ATTORNEY EYES ONLY



金格電子(香港)有限公司  
GYNCO ELECTRONICS (H.K.) LTD.

香港九龍觀塘康翠道 55 號觀塘工業中心 A 座 14 樓 25 室 電話: (852) 2341 5249 傳真: (852) 2343 1937  
Room 25, 14/F, Block A, Hoi Yuen Industrial Centre, 55 Hoi Yuen Road, Kwun Tong, Kowloon, Hong Kong.  
Tel: (852) 2341 5249 Fax: (852) 2343 1937

Best Regards,

SAREK CHAN (MARKETING CO-ORDINATOR) /MR.  
GYNCO ELECTRONICS (H.K.) LTD.

TOTAL P.22

DVD CCA 202113  
HIGHLY CONFIDENTIAL  
ATTORNEY EYES ONLY